

CHARLES RIVER PARK, INC.

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## ARTICLE I.

### DEFINITIONS

Section 101: "Authority" means the Boston Redevelopment Authority, a public body politic and corporate created pursuant to Massachusetts G. L. (Ter. Ed.) Chapter 121, Section 26QQ and such successors and assigns to its urban redevelopment functions as may be created by statutes of the Commonwealth of Massachusetts.

Section 102: "Redeveloper" means the private corporation, its successors and assigns, undertaking execution of the construction phase of the Authority's land assembly and redevelopment plan.

Section 103: "Land Assembly and redevelopment plan" means a detailed plan (incorporated by reference into this contract and attached hereto as Appendix "A" and made a part of this agreement) indicating among other things the boundaries of the West End Area; the relationship of the project to the community development as a whole; the proposed land uses and building requirements in the area; and the method for the relocation of persons now living in the project area; said plan is dated March, 1957; May, 1957; October, 1958; June, 1959.

Section 104: "West End Area" or "project area" means the substandard and decadent area in which redevelopment is planned. The precise boundaries of the project area are delineated on a map contained in the land assembly and redevelopment plan entitled Project Area Plan.

Section 105: "project" means the entire redevelopment plan and project as defined in Chapter 121 of the Massachusetts General Laws.

Section 106: "Leased Property" refers to the parcels shown as Delivery Parcels 1A, 1B, 1C, 1D, 1D1, 1E, 1F, and 1G, on a map contained in the land assembly and redevelopment plan entitled "Land Disposition Plan", a copy of which is attached hereto as a part hereof and marked Appendix "B", whether such property is leased or sold.

Section 107: "Federal legislation" means Title I of the United States Housing Act of 1949, acts in amendment thereof, and any other legislation of the Congress of the United States or regulations authorized by such legislation which relate to the Federal assistance for clearance of substandard and decadent area and for redevelopment construction thereon.

Section 108: "Federal" pertains to laws, regulations, agencies and officers of the government of the United States.

Section 109: "FHA" means the Federal Housing Administration created pursuant to Section 1 of the National Housing Act, as amended.

Section 110: "delivery parcel" means any of the area so designated on the map attached hereto and marked Appendix "B".

Section 111: "project sub-area" means the same thing as delivery parcel and the words "delivery parcel" should be read for project sub-area wherever the latter appears.



Section 112: "Public charges" shall mean real estate taxes or payments in lieu of real estate taxes (as defined in Section 26R of Chapter 121 of the General Laws of Massachusetts) and other charges made by public authorities which, unless paid, shall result in a lien prior to any mortgage placed on the Leased Property.

Section 113: "Initial mortgage closing" means the date upon which the Federal Housing Commissioner makes his initial endorsement for insurance of the credit instrument given by the Redeveloper to finance construction to be undertaken on the Leased Property.

Section 114: "Commissioner" shall mean the Federal Housing Commissioner, appointed pursuant to the National Housing Act, as Amended, 48 Stat. 1246; 12 U. S. C. 1701 et seq, his successors in office or any person or agency hereafter designated by law to perform his functions and duties.

Section 115: "Definitive Loan" means a loan made to the Boston Redevelopment Authority by the Housing and Home Finance Administrator pursuant to Section 102 of the Housing Act of 1949, as Amended, 63 Stat. 414, 42 U. S. C. 1452, to finance the leasing of land in the West End Project Area pursuant to this agreement or a loan obtained by the Authority for the same purpose from some other lending source on the strength of a pledge of the Authority's rights to secure such a loan from the Housing and Home Finance Administrator under a Definitive Loan Contract between the Authority and the Housing and Home Finance Administrator.

## ARTICLE II.

### LEASE OF PROPERTY, VESTING OF POSSESSION, PAYMENT OF RENT AND TAXES

Section 201: Covenant to lease project area. Subject to the terms of this Agreement, the Authority agrees to lease and the Redeveloper agrees to take and hire the Leased Property (see Section 106) yielding and paying therefor during the term of the lease as set forth in Section 204 hereof the annual rent prescribed in Section 203 of this agreement and the public charges prescribed in Section 208 of this agreement.

Section 202: Condition of Leased Property.

(a) The Authority agrees to deliver possession of the Leased Property free and clear of all buildings, structures and improvements thereon, with all cellar holes and excavations filled to the level of the surrounding ground in a good and workmanlike manner. The excavation fill shall not contain wood or other material subject to rot, nor tanks or containers. All concrete slabs shall be broken and the site shall be uniformly graded and left free of mounds and depressions. All indigenous material shall be removed from the site, except that in brick bats, and individual pieces of concrete not exceeding 100 pounds in maximum weight may remain, provided they are so incorporated within the soil as to present a smooth surface. The finished surface shall be rough graded so as to conform more or less to the street elevations of the area as they existed on April 23, 1958.



The Authority further agrees to provide or cause to be provided, without expense to the Redeveloper or public assessment against the Leased Property of which the Redeveloper is vest in possession under the terms of this lease, the following:

(1) Construction, improvement and paving of the streets, vehicular access ways (including the installation of gutters, curbs and catch-basins, and the supply of street lighting,) in accordance with the land assembly and redevelopment plan, and the installation of police and fire alarm boxes at places designated by the appropriate agencies of the City of Boston.

(2) The installation and relocation of such sewers, drains and water lines and the making of such other utility adjustments as are required by the land assembly and redevelopment plan and the providing of licenses in public ways for the installation, by either the Redeveloper or the particular utility company involved, of distribution lines for gas, steam, electricity, telephone and telegraph or other utility installations. The Authority agrees to join with the Redeveloper in any petition or application to secure gas, steam, electric, telephone, telegraph, or other utility installations.

(b) The Redeveloper, as lessee, and the Authority, as lessor, agree to grant to the City of Boston without cost to said City such easements and licenses as are necessary to enable the Authority to comply with paragraphs (a) (1) and (a) (2) of this Section 202; provided that such easements and licenses shall contain a provision that the easement or license granted shall be extinguished at such time when the use for which the easement or license is granted is no longer availed of.

(c) The Redeveloper, as lessee, or as owner of the fee if it acquires the fee, and the Authority, as lessor, may grant without compensation to the holders of the fee title or leasehold interest in other parcels of land in the project area such easements, licenses, rights of access and egress, rights to use parking spaces, rights to use garden and open space facilities thereon, rights of access to utilities, conduits and servicing points, and all other rights necessary to the performance of the land assembly and redevelopment plan. The purpose of this paragraph is to enable the integrated development of the entire project area in accordance with the land assembly and redevelopment plan where financing arrangements require that separate portions of the project be undertaken by separate business entities.

(d) The Redeveloper will accept possession of the land in the project area subject to rights and easements as may be granted by the Authority to Boston Edison Company as described in this agreement, or, in the event that possession of such land is transferred prior to such lease, to a reservation by the Authority, to be contained in the document transferring such possession to the Redeveloper, of such rights and easements, together with the right to lease the same to said Boston Edison Company, said rights and easements being rights and easements to repair, replace, renew and maintain the steam lines of said Boston Edison Company now located in the project area, such rights and easements to be granted as shown on a plan attached hereto entitled "Plan Showing Boston Edison Company's Steam Lines in West End Redevelopment Area", dated November 6, 1959, which rights and easements shall be granted by an instrument in writing which shall contain the following:

(1) The said rights and easements are to be granted to the Boston Edison Company by the Boston Redevelopment Authority by an instrument conveying a good and clear title to the same for the sum of Forty-Three Thousand Eight Hundred Dollars (\$43,800.00), said amount to be paid simultaneously with the execution of the written instrument.



(2) Said easement shall be for a term of forty-seven (47) years from the date of its execution.

(3) Said rights and easements shall be the rights

(a) to repair, replace, renew and maintain the steam lines of the Boston Edison Company now located under the surfaces of Allen Street, Spring Street, Leverett Street, Minot Street, and Surface Road, public ways in Boston within the limits of a strip of land for the most part six (6) feet in width but of greater width not to exceed ten feet in the vicinity of the manholes shown on the plan hereinbefore mentioned, together with the necessary manholes and other appurtenances;

(b) to utilize during the actual work incident to such repair, replacement, renewal and maintenance the necessary adjacent open areas outside of said strip of land;

(c) to use said steam lines to supply steam service to customers of the Boston Edison Company;

(d) to enter upon said areas set forth in 3(a) and 3(b) from time to time for all of the foregoing purposes and for the purpose of inspecting said lines and other equipment;

(e) said right to enter to be limited to foot passage except to enter open areas with motor vehicles when necessary to operate, repair, replace, renew or maintain the lines and manholes;

(f) The center line of said steam lines and the side lines of said strip of land are shown in black on a plan entitled, "Plan of Boston Edison Company's Steam Lines in West End Redevelopment Area", dated November 6, 1959, to be recorded and registered herewith, a copy of which is attached hereto.

4. The Boston Redevelopment Authority shall pay to the Redeveloper, or its assignees, with respect to each residential delivery parcel, one-fifth (1/5th) of the amount paid by the Boston Edison Company for the diminished value of the land in the project area because of the granting of said easement and the increased cost to the Redeveloper for electrical installation resulting from the revision of the site plan; such sum shall be paid by the Boston Redevelopment Authority with respect to each delivery parcel upon the completion by the Redeveloper of the installation of lateral wiring to the electrical vault from the streets or public ways to such delivery parcel.

5. (a) Such easement shall provide that the Redeveloper shall have the right in the course of its execution of the redevelopment plan to build on and in land through which such steam lines run, provided that structures so designed so as to provide the Boston Edison Company with reasonable access to such steam lines for the purposes herein set forth.

(b) The Boston Edison Company shall insulate its steam lines as may reasonably be required to permit the normal and safe use of the basement space wherein the steam lines may be located in a structure built by the Redeveloper.

(c) The Boston Edison Company shall maintain the said steam lines in good repair and condition so that the same shall not be a nuisance or cause any harm to the buildings or occupants on the said project area. The Boston Edison Company shall conform to all requirements of the Boston Building Code, Building Commissioner, Fire Commissioner or other state or municipal agencies or acts or laws relative to steam lines.



(d) The Boston Edison Company shall at all times restore the premises to substantially the condition said premises were in prior to the Boston Edison Company, its agents or employees, entering upon the said project area and/or the undertaking of any acts upon the said premises.

(e) The Boston Edison Company agrees to landscape any man-hole cover which does not fall within a public highway or within the confines of a building.

(f) The Boston Edison Company will hold the Boston Redevelopment Authority and the Redeveloper, their successors, assigns, or tenants, harmless from any tax, personal, excise or real estate, which may be levied upon them or their tenants because of the location of said steam lines on said premises, it being expressly understood and agreed the the title to said steam lines will remain in the Boston Edison Company and that the same will be considered the personal property of said Company.

(g) It is stipulated that said easement does not traverse or affect Parcel 1A shown on a plan entitled "Land Disposition Plan", dated June 16, 1959.

(h) It is stipulated that said easement traverses Delivery Parcel 1D on a plan entitled "Land Disposition Plan", dated June 16, 1959, for a distance of about fifteen to twenty-five feet, more or less, and six feet wide between the end of the cul-de-sac and Delivery Parcel 1C and further for a distance of about fifteen feet more or less and for about a depth of two feet, more or less, inside the street line of the proposed cul-de-sac at a twenty foot radius of a reverse curve on the east side of the cul-de-sac.

6. The Boston Edison Company shall indemnify and hold harmless the Authority and the Redeveloper, their assignees, employees or tenants, from any and all injury, loss or damage to persons or property arising, directly or indirectly in connection with the maintenance of such steam lines, repairs and replacements thereto or removal therefrom, excepting loss or damage resulting from the negligence of the Authority or the Redeveloper, their assignees, employees, or tenants.

7. It is expressly understood and agreed that the rights and easements granted shall in no way be limited, terminated or otherwise affected by the discontinuance as the result of action by proper governmental authority of any of the above streets or portions thereof as public ways.

8. It is agreed that the cost of recording and registration of said easement and plan, together with the cost of necessary revenue stamps, shall be borne by the Boston Edison Company.

9. Said rights and easements affect the following land court parcels registered to said Boston Redevelopment Authority under the following Certificates of Title, filed in the Suffolk Registry District as hereinafter indicated:



Certificate No. 64231, Book 317, Page 31,  
Certificate No. 64719, Book 319, Page 119,  
Certificate No. 65933, Book 325, Page 133  
Certificate No. 64230, Book 317, Page 30,  
Certificate No. 64234, Book 317, Page 34,  
Certificate No. 64523, Book 318, Page 123

17 Spring Street  
96 Leverett Street  
123 Leverett Street  
5 Minot Street  
12 Minot Street  
10 Minot Street

Also affected are two (2) parcels of land described in Certificate No. 42734 issued to Angelo Leone and Certificate No. 18845, issued to Salvatore Loguidice and Josephina Loguidice, but which were taken in fee simple by said Boston Redevelopment Authority by virtue of the Order of Taking filed in said Registry District as Document No. 233030, being the premises at 6 Spring Street and 13 Minot Street, respectively.

Section 203: Covenant for rent project area.

(a) The annual rent for the Leased Property shall be \$.081 per square foot for land marked in the land assembly and redevelopment plan for residential use and \$.09 per square foot for land marked in said plan for commercial use.

(b) The Redeveloper shall pay the annual rent to the Authority in four equal installments upon the first day of January, April, July and October of each year, in advance.

(c) The Redeveloper's rental payments shall begin at such time as possession of Leased Property or any portion thereof has been vested in the Redeveloper pursuant to this agreement. In the event that such possession vests during any quarterly period as provided for above, the Redeveloper's



first rental payment which shall be paid at the time possession vests shall be in an amount which bears the same proportion to a full quarterly payment as the initial period of possession prior to the due date of the next quarterly period bears to a quarterly period of ninety (90) days.

Section 204: Term of the lease.

(a) The lease term as to the area shown as Delivery Parcel 1A on the aforesaid "Land Disposition Plan" shall commence on December 31, 1959, or as soon thereafter as the Authority is able to deliver possession of Delivery Parcel 1A.

(b) Thereafter, as to other delivery parcels, the lease term shall commence as follows:

- (1) Delivery Parcel 1G - 12 months after the commencement of the lease term on Delivery Parcel 1A.
- (2) Delivery Parcel 1B - 24 months after the commencement of the lease term on Delivery Parcel 1A.
- (3) Delivery Parcels 1D and 1D1 - 36 months after the commencement of the lease term on Delivery Parcel 1A.
- (4) Delivery Parcel 1F - 48 months after the commencement of the lease term on Delivery Parcel 1A.
- (5) Delivery Parcel 1E - 60 months after the commencement of the lease term on Delivery Parcel 1A.
- (6) Delivery Parcel 1C - within six months after delivery of possession is requested in writing by the Redeveloper, but no later than 24 months after the conveyance of Delivery Parcel 1A.

Provided, however, that the Redeveloper shall have the option of requesting in writing sixty (60) days prior to the date for delivery of Parcel 1G, the delivery of Parcel 1B instead thereof in which event the lease term on Delivery Parcel 1G shall commence twenty-four (24) months after the commencement of the lease term on Delivery Parcel 1A.

(c) The term of the lease for each parcel shall end fifty (50) years from the time of its commencement, unless sooner terminated as hereinafter provided. Upon the expiration of any such lease, the Redeveloper shall have the option to renew any such lease for two additional periods of twenty (20) years each upon the terms and conditions herein contained upon giving notice to the Authority in writing of its intention to so renew, which notice shall be given no less than sixty (60) days prior to such expiration.

(d) The Authority may at anytime offer to the Redeveloper delivery of possession for lease hereunder parcels less in area than an entire delivery parcel, but the Redeveloper need accept delivery of possession of such lesser parcels only at its option.



(e) It is understood by the parties hereto that they shall make their best efforts toward speeding the schedule of commencement of the several lease terms, as circumstances permit, in order to achieve an early completion of the project. It is further understood by the parties hereto that as the project develops and experience and new circumstances come to bear on it, they may by mutual consent, and with the approval of the Housing and Home Finance Agency, which shall not unreasonably withhold its approval, re-arrange, accelerate, or decelerate the schedule of commencement of the several lease terms as hitherto in this Section 204 set out and the schedule of commencement and completion of construction of improvements set out in Section 304.

(f) The Authority shall have the right to add up to an aggregate 40,000 square feet to the area designated as Parcel 7 on the aforementioned "Land Disposition Plan" by subtracting 40,000 square feet from any one or a combination of the three land areas now allocated to Delivery Parcels 1D, 1D1, and 1F, if, in the judgment of the Authority, such a reallocation of land is required by the needs of the church using said Parcel 7; provided, however, that the Authority, shall make a determination as to whether or not it shall make such a reallocation of land no later than one year before the date for commencement of the lease term on Delivery Parcel 1D, provided for in Section 204 (b) hereof. If the Authority does not notify the Redeveloper in writing of whether it has determined to make such a reallocation of land, and if so, how much it has reallocated, within the time limit provided for in this paragraph, then the Authority shall be deemed to have determined that the land allocation shall remain the same as described in the said "Land Disposition Plan" provided the Redeveloper shall first have requested the Authority in writing to make such a determination within ninety (90) days prior to such time limit.

(g) In order to facilitate mortgage financing with respect to the project, the Authority and the Redeveloper shall execute separate lease instruments with respect to the several delivery parcels. Such instrument shall impose the same restrictions, controls, rights and obligations as does this agreement.

Section 205: Covenant of quiet enjoyment.

(a) The Authority hereby covenants and agrees that the Redeveloper, upon making the rental payments and all other charges herein provided for and observing and keeping the covenants, agreements, and conditions of this agreement on its part to be kept and performed, shall lawfully and quietly hold, occupy and enjoy the Leased Property without hindrance or molestation by the Authority during the term of this agreement or by any person or persons claiming under them.

(b) Notwithstanding any other provisions of this agreement, during the lease term or any renewals thereof hereunder, title to all improvements constructed by the Redeveloper on the Leased Property shall not vest in the Authority by reason of its ownership of fee simple title to the Leased Property but shall remain in the Redeveloper.

Section 206: Title insurance and recording.

(a) The Authority shall furnish to the Redeveloper with respect to each delivery parcel a title insurance policy issued by a reputable title insurance



company. Such certificate of title insurance shall be endorsed to the benefit of the redeveloper and the redeveloper shall pay all the premiums charged by the title insurance company which issues such a certificate.

(b) The Redeveloper will pay the fees for the recording of this agreement and any leases and deeds executed thereunder, in the Suffolk Registry of Deeds, such fees not to include Massachusetts documentary stamp tax.

Section 207: Redeveloper's security deposit.

Within fourteen (14) days after execution of this agreement, the Redeveloper shall deposit with the Authority cash or negotiable obligations of the United States Government or obligations guaranteed by the United States Government, or obligations of states of the United States satisfactory to the Authority in the amount of One Hundred Thousand Dollars (\$100,000.00) as security for the performance of the Redeveloper's obligations to accept possession of land in the project area and enter into a lease therefor as provided in Section 204 by the Authority in accordance with the schedule set out in Section 204 hereof. The security deposit shall also be applied by the Authority in accordance with the provisions of Article VII of this agreement. Any interest accruing on said deposit shall inure to the benefit of the Redeveloper. Such deposit shall remain in the possession of the Authority until-

- (1) the Redeveloper acquires by purchase of the fee title the last delivery parcel in point of time to be transferred under this agreement, in which event the \$100,000.00 deposit is to be applied to the purchase price of such last delivery parcel; and
- (2) the Redeveloper commences the lease term on the last delivery parcel in point of time to be transferred under this agreement. Upon the commencement of such lease term, the Authority shall return to the Redeveloper \$85,714 of the \$100,000 deposit. The remaining \$14,286 of the deposit shall be retained as security for the performance of the Redeveloper's obligations under this agreement and shall be returned to the Redeveloper upon completion of improvements on all the parcels.

Section 208: Redeveloper to pay public charges.

The Redeveloper, in addition to the annual rent herein provided for, shall pay all real estate taxes, or other charges imposed by public authority upon the Leased Property of which it has possession and any improvements thereon as if the Leased Property, together with all improvements thereon, were owned in fee simple by the Redeveloper. In the event that such taxes or charges have reference to periods of time in which the Authority, on the one hand, and the Redeveloper on the other hand, both had possession for portions of such period, the taxes and charges shall be prorated between the Authority and the Redeveloper in proportion to their respective periods of possession; provided, in no event shall the Redeveloper be liable for any taxes levied on any improvements located on the project area on any assessment date prior to the date of vesting of initial possession in the Redeveloper



of the land on which such improvements are located. The Redeveloper hereby specifically waives any right during the term of this agreement to challenge the assessment of any tax or public charge upon the Leased Property on the grounds of its ownership by the Authority, provided that nothing herein contained shall be construed as a limitation upon the right of the Redeveloper to challenge the value of the Leased Property and the improvements assessed for tax purposes.

Section 209: Waste.

The Redeveloper shall not permit, commit, or suffer waste or impairment of any part of the Leased Property; but this section shall not be construed to limit the right of the Redeveloper to excavate or fill on the Leased Property as is necessary to build the improvements thereon and to dispose, as the Redeveloper see fit, of any material removed by such excavation, provided that the disposition of any material shall be in accordance with the applicable regulations of the City of Boston and the Commonwealth of Massachusetts.



### ARTICLE III

#### COVENANTS AND CONDITIONS

Section 301: The Redeveloper for itself and its successors and assigns agrees to:

(a) Leased Property to be used only for project purposes - devote the Leased Property to uses specified in Section 26LL of Chapter 121 of the Massachusetts General Laws and in the Authority's land assembly and redevelopment plan in accordance with the contract specifications and standards of development outlined therein. This covenant shall run until July 30, 2007.

(b) Unfair restrictions prohibited - refrain from effecting or executing any covenant, agreement, lease, conveyance or other instrument whereby the Leased Property or any part thereof is restricted upon the basis of race, creed, color, or national origin in the sale, lease or occupancy thereof. In recognition of Section 23 of Chapter 184 of the General Laws of the Commonwealth of Massachusetts, the parties hereto agree that this covenant shall run ninety (90) years from the date of execution of this instrument.

The covenants of this Section 301 shall be covenants running with the land and covenants to the same effect, which shall be and shall be expressed to be covenants running with the land, shall be contained in any instrument from the Authority to the Redeveloper conveying the Leased Property or any part thereof or any interest therein.

Section 302: Approval of Redeveloper's Plans.

(a) The Redeveloper shall submit to the Authority before the beginning of the lease term of Delivery Parcel 1A general plans and general specifications for development operations in the residential portions of the project area consistent with Part B (Planning Proposals) of the land assembly and redevelopment plan. Such general plans and general specifications shall include, among other things, a site plan, the number of dwelling units to be built, and the general types of buildings and parking structures to be built. The Authority shall review said plans and specifications and shall approve or disapprove the same, setting forth in detail any grounds for disapproval. Grounds for disapproval shall be reasonable in the light of all the circumstances. If no grounds of disapproval are delivered in writing to the Redeveloper within thirty (30) days of the submission or re-submission of said plans and specifications, said plans and specifications shall be deemed approved. In the event of a disapproval, the Redeveloper shall make a re-submission of said plans and specifications with a view to meeting the Authority's grounds of disapproval and the Authority shall review such re-submission in the manner above provided for.

(b) In the event the Redeveloper changes the aforesaid general plans and specifications with respect to any delivery parcels with which it is subsequently to become vested with possession, the Redeveloper shall submit such changes for the approval of the Authority within at least three (3) months before the beginning of the lease term of such delivery parcel. The Authority shall review the submission of such changes in general plans and specifications in the manner prescribed by paragraph (a) of this Section 302.

(c) With respect to delivery parcels marked for commercial use, the Redeveloper shall submit general plans and specifications for development operations on the delivery parcel concerned, at least three (3) months before the beginning of the lease term of such delivery parcel. The Authority shall review such plans in the manner prescribed by paragraph (a) of this Section 302.



Section 303: Alterations in redevelopment plan.

Alterations in the land assembly and redevelopment plan may be made with approval of the Authority to meet the requirements of federal agencies or of mortgagees under conventional financing and such approval shall not be unreasonably withheld.

Section 304: Time for construction or completion.

The Redeveloper agrees to commence construction on each delivery parcel within six (6) months after the commencement of the lease term for that delivery parcel and shall complete all of the improvements on said delivery parcel within thirty-six (36) months after the beginning of said lease term. The obligations of the Redeveloper to commence and complete construction as aforesaid shall be covenants running with the land in the event only that the Redeveloper acquires the fee title to a delivery parcel before the completion of construction thereon and such covenants shall be expressly set forth in a deed delivered to the Redeveloper for such delivery parcel. Within one year of the commencement of the lease term on Delivery Parcel 1A, the Redeveloper shall have completed the foundation piling and pile cap-pings or caissons, as its plans may require, for two high-rise buildings planned for Delivery Parcel 1A. The failure by the Redeveloper to do so shall be deemed a failure to commence construction on Delivery Parcel 1A.

Section 305: Agencies to have access to Leased Property.

(a) The Redeveloper agrees to permit access to the Leased Property to the Authority and to officials of the United States of America and to the City of Boston when necessary to fulfill the terms of this agreement, the loan and capital grant contract between the Authority and the Federal Housing and Home Finance Agency, and the cooperation agreement between the Authority and the City of Boston, and for purposes of inspection.

(b) The Authority shall retain right of entry to the Leased Property until all buildings and structures presently standing thereon are removed and preparation of the land for redevelopment is completed, and afterwards for inspection as hereinbefore provided.

Section 306: Terms and conditions limited.

It is understood by the parties that -

- (a) the terms and conditions for development of the project set out in the land assembly and redevelopment plan; and
- (b) the standards and requirements of the appropriate Federal, State, and City agencies; and
- (c) the terms and conditions in this Leasehold Agreement shall constitute all of the terms and conditions that shall be required by the parties of one another.

Section 307: Prompt payment of obligations.

The Redeveloper shall make or cause to be made prompt payment of all money owed to any and all persons doing any work or furnishing any materials or supplies to the Redeveloper or any of its Contractors or Sub-contractors in connection with the construction, repair or replacement of any of the structures and other improvement to be placed on the Leased Property.



Section 308: Redeveloper to indemnify Authority or City.

The Redeveloper agrees to pay, indemnify and save harmless the City of Boston and the Authority, its agents and employees, except against their own omissions or negligence, from all suits, actions, claims, demands, damages or losses, expenses, and/or costs of every kind and description to which the City of Boston and the Authority, its agents or employees may be subjected or put by reason of injury (including death) to persons or property, resulting from, in connection with, or growing out of, any act of commission or omission of the Redeveloper, its agents or employees or its contractors or subcontractors, on or over any of said Leased Property; or in connection with any use, occupancy or operation of said Leased Property during the entire time this agreement, or any part thereof, is in force, and regardless of whether such suits, actions, claims be against, suffered or sustained by the City of Boston and/or the Authority, its agents and employees, or be against, suffered or sustained by other persons, corporations or legal entities whom the City of Boston and/or the Authority, its agents and employees, may become liable therefor. The Authority shall give notice of any such suits, actions, claims, demands, damages or losses, expenses, or costs to the Redeveloper forthwith, and the Authority shall not object to intervention of the Redeveloper in any suit or action arising out of such claims, demands, damages, losses, expenses, or costs.

Section 309: Performance Bond.

In each case, at the time of the initial mortgage closing on improvements to be built on a delivery parcel, the Redeveloper shall furnish evidence to the Authority that a bond or other security assuring the completion of such improvements is in force in a form satisfactory to the FHA, where FHA mortgage insurance is involved in the financing of the construction of such improvements, or in a form satisfactory to a conventional mortgagee and the Authority where FHA mortgage is not involved in the financing of the construction of such improvements. Such bond or security shall by its terms expressly inure to the benefit of the Redeveloper and the Authority.

Section 310: When improvements completed.

The building of improvements on any individual parcel shall be deemed completed for purposes of this agreement when the improvements required for such parcel by the general plans and specifications submitted pursuant to Section 302 hereof have been built and are substantially ready for occupancy. Promptly after the completion of improvements on any individual delivery parcel in accordance with the terms of this agreement, the Authority will furnish the Redeveloper with an appropriate instrument, suitable for recording, so certifying. Notwithstanding anything herein contained to the contrary, the building of improvements on any individual parcel shall incontestably be completed when - if FHA financing has been obtained - the Federal Housing Commissioner has finally endorsed for insurance the credit instrument given by the Redeveloper to evidence its indebtedness for money advanced and loaned to the Redeveloper to finance the construction of such improvements.



#### ARTICLE IV

#### OPTION TO PURCHASE FEE: TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST, WHETHER LEASE OR FEE

##### Section 401: Redeveloper's Option to purchase fee.

(a) The Redeveloper may, at any time during the term of this agreement, at its option purchase from the Authority, subject to the rights of the Commissioner hereinafter set forth, the fee simple title to any delivery parcel in the project area upon payment to the Authority of a purchase price calculated on the basis of \$1.35 per square foot for land marked in the land assembly and redevelopment plan for residential use and \$1.50 per square foot for land marked in said plan for commercial use, provided, that:

(1) If the Redeveloper exercises its option to purchase the fee of land in the project area at any time after the Authority makes a definitive loan, the Redeveloper shall pay in addition to the purchase price provided for in the first paragraph of this section a sum of money sufficient to pay any redemption premium, any interest to become due up to the redemption date on so much of the definitive loan as is to be redeemed, and all costs and expenses incidental to the redemption; and

(2) Upon the first redemption date of the definitive loan and annually upon the anniversary thereof, the Redeveloper may exercise its option to purchase the fee of land in the project area for the purchase price provided for in the first paragraph of this section without payment of any additional sum if notice of the Redeveloper's intention to exercise such option is given at least ninety (90) days prior to the first redemption date of the definitive loan and at least ninety (90) days prior to the annual redemption date after the first redemption date.

(3) The Authority agrees that any definitive loan bonds which it may issue for the purpose of financing a leasehold entered into pursuant to this Agreement shall contain provisions that such bonds shall be redeemable beginning not later than ten (10) years from the date of issuance of such bonds at a redemption price which shall not exceed the principal amount thereof plus accrued interest to the date fixed for redemption, together with a premium not in excess of 5 per cent of such principal amount.

(b) The Redeveloper shall communicate its intention to exercise its option to purchase the fee title to land in the project area by a writing, addressed to the Authority, which describes the land which the Redeveloper wishes to purchase. Within ninety (90) days of the dispatch of such a writing, the Authority shall convey to the Redeveloper by quit-claim deed that land relative to which the Redeveloper has exercised its option, provided:

(1) that the Redeveloper is not in breach of this agreement, in a case where the Redeveloper has not commenced construction or obtained a mortgage commitment with respect to the parcel it seeks to purchase; or

(2) that the Redeveloper is not in breach of this agreement, as to the parcel it seeks to purchase in a case where the Redeveloper has commenced construction or obtained a mortgage commitment with respect to such parcel; or

(3) that the Redeveloper may not as a matter of right purchase the fee in land on which the term of lease would not have begun under Section 204 of this agreement.



(c) Upon the conveyance of land in the Project Area to the Redeveloper in fee simple, the Redeveloper's obligations to make rental payments on land so conveyed shall cease and the final rental payments allocable to the land conveyed shall be adjusted to the date of conveyance.

(d) The exercise by the Redeveloper of its option to purchase with respect to portions of the project area shall not be construed to preclude an exercise of the option with respect to the remaining portions at some future time.

(e) The conveyance of any parcel of land or portion thereof in the project area to the Redeveloper in accordance with the provisions hereof, shall constitute conclusive proof that the Redeveloper is in no way in breach of this agreement, at the time of any such conveyance, with regard to any such parcel.

(f) In the event the Redeveloper exercises his option to purchase pursuant to this section, all provisions of this agreement relating to the Leased Property shall remain in full force and effect with respect to the parcel so purchased, except those specifically relating to payment of rent or obligations predicated solely upon the leasehold estate.

In the event that the Redeveloper exercises its option under this Section 401 to purchase the fee simple title to the Leased Property, the leasehold estate of the Redeveloper in that Leased Property, with respect to which the option is exercised shall not, under any circumstances merge into the fee simple title so acquired so long as there are mortgages of said leasehold estate remaining undischarged unless the mortgages or mortgagees give their prior consent in writing to such a merger of the leasehold estate and fee simple title.

#### Section 402: Transfer of interest in Leased Property by Redeveloper.

(a) General Terms. The Redeveloper agrees that except by way of security only, unless it first secures the written consent of the Authority, it will not make any sub-lease, assignment or any manner of transfer of its interest in any delivery parcel prior to the completion of the development operations required for such delivery parcel by the land assembly and redevelopment plan, provided, however that the Redeveloper may lease residential units or business space in the Leased Property under leases which grant the lessee no right of entry or possession until the construction required hereunder in a particular building in which the premises so leased are located has been completed. A provision to effectuate the purpose of this Section 402 shall be included in any sub-lease, deed, or other transfer of interest in the Leased Property by the Redeveloper, but such provision shall not be made a covenant running with the land.

(b) Transfers by Redeveloper when construction not complete. In the event the Redeveloper should desire to transfer its interest in a delivery parcel, or a portion thereof, before completing all phases of construction required by the land assembly and redevelopment plan for such delivery parcel, or such portion thereof, and the Authority gives its prior consent to such conveyance in writing, the consideration for such transfer of interest paid or payable to the Redeveloper shall not exceed an amount representing the actual cost to the Redeveloper of the Leased Property, or portion thereof, including the cost of any improvements made thereon and carrying charges. The intent and purpose of this sub-paragraph is to preclude the Redeveloper's making any profit from the transfer of interest of Leased Property prior to the execution of the land assembly and redevelopment plan on the portion of Leased Property concerned. The Redeveloper shall not be relieved of its obligations to complete, in accordance with this agreement, the improvements on the delivery parcel, or portion thereof, transferred pursuant to this paragraph. Any transferee hereunder must be a qualified redeveloper who is financially able to proceed with the work in the Leased Property, or portion thereof, in accordance with this agreement.



(c) Transfers by Redeveloper when construction has been completed in part.

The Redeveloper, with the prior written consent of the Authority, may sub-lease, lease, sell, or otherwise transfer the interest in a portion of a delivery parcel after completing all phases of construction required by the land assembly and redevelopment plan for such portion of such delivery parcel, provided that the instruments of transfer include such covenants and requirements as are necessary to assure continued adherence to the land assembly and redevelopment plan as it pertains to the parcel concerned.

(d) Transfer by the Redeveloper to subsidiaries, affiliates, etc.

Subject to the anti-speculation provisions hereof (reference is made to Section 402 (b), and notwithstanding anything to the contrary in this agreement, the Redeveloper may, subject to the prior written approval of the Authority, and such approval shall not be unreasonably withheld, at any time, transfer its interest in the Leased Property, or a portion thereof, to subsidiary or affiliated corporations, or merged corporations, or individuals, or other forms of business entities, provided that stock in such subsidiary or affiliated corporations, or merged corporations, is owned by the Redeveloper or the stockholders of the Redeveloper, their heirs, successors or assigns and provided that such individuals and other forms of business entities consist of stockholders of the Redeveloper, their heirs, successors, or assigns; provided, however, that the Redeveloper shall not by such a transfer, be relieved of its obligations to effectuate the Authority's land assembly and redevelopment plan, and provided further that the transferees under this sub-paragraph assume the obligations of the Redeveloper in writing, but only with respect to the particular portion of the Leased Property transferred in accordance with the provisions of this sub-paragraph.

The Redeveloper, and its assignees and transferees under this Section 402 (d), shall have the right to grant to the holders of the fee title or leasehold interest of any of the delivery parcels, or portions thereof, such easements, rights of access and egress, rights to use parking spaces, rights to use garden and open space facilities thereon, rights of access to utilities conduits and servicing points, and all other rights necessary to the performance of the land assembly and redevelopment plan. The purpose of this paragraph is to enable the integrated development of the entire project area in accordance with the land assembly and redevelopment plan where financing arrangements require that separate portions of the project be undertaken by separate business entities.

(e) Obligations of transferees of the Redeveloper. In the event of a transfer by the Redeveloper of its interest in the Leased Property or a portion thereof, pursuant to sub-section (b), (c), or (d), of this section, the Redeveloper agrees to require any transferee, its successors and assigns, to assume the obligations imposed on the Redeveloper under this lease, but only with respect to the property so transferred; nor shall the Redeveloper be liable for the performance of said obligations by such transferees and their successors and assigns except as indicated in the said sub-sections (b), (c), and (d).

(f) Transfers by Redeveloper after construction completed. The Authority agrees that the Redeveloper may lease, sub-lease, sell, or otherwise transfer its interest in a delivery parcel, or portions thereof, after all phases of redevelopment operations for that delivery parcel are completed pursuant to the land assembly and redevelopment plan.



Section 403: Mortgage of Leased Property or property held in fee by the Redeveloper.

(a) Notwithstanding any other provision of this agreement, the Redeveloper shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to the Leased Property, or to any portion or portions thereof, by way of mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, equipment, repair or reconstruction of any of the improvements required to be constructed by the Redeveloper on the Leased Property by the Redevelopment Plan and this agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose.

(b) Notwithstanding any other provisions of this agreement, the Redeveloper shall at all times have the right to encumber, pledge, or convey its rights, title and interests in and to any land in the project area to which the Redeveloper holds the fee simple title, or to any portion or portions thereof, by way of mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, equipment, repair or reconstruction of any of the improvements required to be constructed by the Redeveloper on such land by the Redevelopment Plan or this agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose.

Section 404: Option of Mortgagee of Leased Property to Acquire Fee.

Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that, in the event a mortgage shall hereafter be placed upon the leasehold interest of the Redeveloper under this agreement in respect of any parcel of the Leased Property (whether or not any such mortgage is insured under the National Housing Act), the mortgagee thereunder or its assigns, or the Commissioner, shall have the option, in the event that such mortgagee or assigns, or the Commissioner through the operation of his contract of mortgage insurance, shall become the owner of such leasehold interest, to purchase from the Authority or such other person or corporation who may then be the owner of the fee, good and marketable fee title to such parcel of the Leased Property, including all personal property, free of all liens and encumbrances (except such as may be waived or accepted by any such mortgagee or assigns, or the Commissioner so acquiring such leasehold interest) after so acquiring such leasehold interest, for a purchase price arrived at on the same terms as are made available to the Redeveloper in Section 401 of this agreement. Any such mortgagee or assignee, or the Commissioner who exercises the option to purchase the fee of the Leased Property, or parcel thereof, pursuant to this section, shall do so by notifying the Authority, or such other person or corporation who may then be the owner of the fee, in writing of his intention to exercise such option. The owner of the fee shall then be required to make conveyance of the property concerned by quitclaim deed within thirty (30) days of receipt of such notice.

Section 405: Rights and duties of Commissioner or Mortgagee upon Acquisition Prior to Completion.

(a) If the Commissioner, through the operation of his contract to insure a loan to finance the improvements required by the land assembly and redevelopment plan and this agreement to be constructed by the Redeveloper on any parcel of the Leased Property, acquires the leasehold interest or fee simple title to such parcel of the Leased Property prior to the completion of such improvements, the Commissioner shall, at his option, (i) complete construction of such improvements in accordance with the land assembly and redevelopment plan and this agreement, (ii) sell, assign or transfer, with the prior written consent of the Authority, such leasehold interest, or if it has been purchased pursuant to this agreement and is



held by the Commissioner, the fee simple title to such parcel of the Leased Property to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this agreement in respect to such parcel of the Leased Property, by written instrument recorded forthwith in the Suffolk County Registry of Deeds, or (iii) if the Commissioner has not within 180 days after acquiring the leasehold interest or fee simple taken either of the actions referred to in (i) or (ii) above, then he shall sell the leasehold interest, or such fee simple title, to such parcel of the Leased Property to the Authority, with payment of the purchase price to abate until the Authority has disposed of such portion of the Leased Property.

(b) In the event that the mortgagee or its assigns under any mortgage hereafter placed upon the leasehold interest of the Redeveloper under this agreement in respect of any parcel of the Leased Property shall acquire such leasehold interest prior to the completion of the improvements required by the land assembly and redevelopment plan and this agreement to be constructed thereon by the Redeveloper, such mortgagee or its assigns shall have the same rights and duties as the Commissioner under subsection (a) of this section and in addition thereof, (if such mortgage was insured pursuant to the National Housing Act, as amended) shall have the unqualified right to assign, transfer and deliver to the Commissioner its rights, interest, claims, in and to such Leasehold interest.

Section 406: Rights and duties of Commissioner or Mortgagee upon Acquisition after Completion.

(a) If the Commissioner, through the operation of a contract to insure a loan to finance the improvements required by the Redevelopment Plan and this agreement to be constructed by the Redeveloper on any portion of the Leased Property, acquires the mortgage or the leasehold interest, or fee simple title, to such parcel of the Leased Property after completion of such improvements, the Commissioner shall (i) at all times keep such improvements in good and safe condition and repair, and shall, in the occupancy of all buildings constituting part of such improvements and in the maintenance and operation of such improvements and of the Leased Property, comply with all laws, ordinances, codes, and regulations applicable thereto, and (ii) comply with the applicable provisions of this agreement.

(b) In the event that the mortgagee or its assigns under any mortgage hereafter placed upon the leasehold interest of the Redeveloper under this agreement in respect of any parcel of the Leased Property shall acquire such leasehold interest or fee after the completion of the improvements required by the land assembly and redevelopment plan and this agreement to be constructed thereon by the Redeveloper, such mortgagee or its assigns shall have the same rights and duties as the Commissioner under subsection (a) of this section and, in addition thereto, (if such mortgage was insured pursuant to the National Housing Act, as amended) shall have the unqualified right to assign, transfer and deliver to the Commissioner its rights, interest, claims in and to such leasehold interest or fee.



## ARTICLE V.

### PROVISIONS RELATING TO OPERATION AND MAINTENANCE

#### Section 501: Protection of Reversionary Rights.

Except for such acts as are expressly authorized by other provisions of this agreement no act of commission or omission done or suffered to be done by the Redeveloper shall in any manner, directly or indirectly, affect the reversionary estate of the Authority in the Leased Property and the improvements thereon, and no other provisions of this agreement shall authorize or be construed to authorize the Redeveloper to perform any act which may in any way encumber or change any of the right, title or interest of the Authority therein.

#### Section 502: Maintenance and Operation of Improvements.

The Redeveloper shall at all times keep the improvements constructed on the Leased Property or any portion thereof in good and safe condition and repair, and in the occupancy, maintenance and operation of such improvements, and of the Leased Property, shall comply with all laws, ordinances, codes and regulations applicable thereto.

#### Section 503: Additions or Alterations to Completed Improvements.

After the improvements required by the land assembly and redevelopment plan and this agreement to be constructed by the Redeveloper on the Leased Property, or any portion thereof, have been completed, the Redeveloper shall not during the period of the land assembly and redevelopment plan reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof, without the prior written approval of the Authority.



## ARTICLE VI.

### INSURANCE

#### Section 601: Insurance and Fidelity Bond Coverage.

(a) The Redeveloper during the term of the leasehold shall keep all insurable property and equipment in respect of each portion of the Leased Property, possession of which is vested in the Redeveloper pursuant to this agreement, insured by fire and extended coverage insurance and insurance against such additional risks with respect to which insurance is commonly carried on similar property and equipment in the City of Boston. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event in amounts no less than eight per centum of the actual cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts and shall carry the standard form of Mortgage Clause or Mortgagee Clause as prescribed by statutory provisions or rules of the State of Massachusetts or in the absence of any statutory provisions or rules, shall be equipped with the standard form of Without Contribution Mortgage Clause, showing loss or damage, if any, under such policies to be payable to the mortgagee and FHA, their successors or assigns as interest may appear, and in the event only that there is no mortgage on the Leased Property, to the Redeveloper and the Authority as their respective interest may appear; provided, however, that in the event that FHA mortgage insurance is in force for the Leased Property the provisions of the mortgage contract relating to the recognition of the respective interests shall govern and any insurance proceeds shall be payable accordingly.

(b) The Redeveloper during the term of the Leasehold also shall carry adequate (i) comprehensive public liability, comprehensive general liability, or owner's, landlord's, tenants' public liability insurance (excluding property damage), (ii) contractors' public liability insurance (excluding property damage), and (iii) workmen's compensation coverage (statutory or voluntary).

(c) The Redeveloper during the term of the leasehold shall secure and maintain in full force and effect such comprehensive public liability, comprehensive general liability, or owner's, and landlord's and tenants' public liability insurance (excluding property damage) as will protect the Redeveloper and the Authority, their agents and employees, from any and all claims and damage for personal injuries, or death, or from damages to any property of the Authority or of the public, which may arise out of or in connection with the performance of any work or operations by the Redeveloper in, on or over the Leased Property or any portion thereof during the construction period whether work or operations be by the Redeveloper, or his contractors or sub-contractors, or any one directly or indirectly employed by any of them. The amount of such insurance shall not be less than One Hundred Thousand Dollars (\$100,000.00) for injuries, or death sustained by any one person and not less than Three Hundred Thousand Dollars (\$300,000.00) for injuries or death sustained by two or more persons in any one accident. The amount of property damage insurance during the construction period shall not be less than Fifty Thousand Dollars (\$50,000.00).

(d) Each insurance policy or bond shall be written to become effective at the time the Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper is subject to such risk or hazard.

(e) All fire and other hazard insurance policies, except liability insurance policies, and renewals thereof, shall be filed with and kept by the mortgagee. Copies of the aforementioned policies and any and all other required insurance policies shall be filed with the Authority.



Section 602: Non-Cancellation Clause.

All insurance agreements shall provide that they cannot be cancelled or terminated until after at least fifteen days' prior notice has been given to the Authority to the effect that such insurance agreements are to be cancelled or terminated at a particular time.

Section 603: Authority May Procure Insurance if Redeveloper Fail to Do So.

In the event the Redeveloper at any times refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this agreement, the Authority, at its option, may procure or renew such insurance, and all amounts of money paid therefor by the Authority shall be payable by the Redeveloper to the Authority with interest thereon at the rate of six per centum (6%) per annum from the date the same were paid by the Authority to the date of payment thereof by the Redeveloper. The Authority shall notify the Redeveloper in writing of the date, purposes and amounts of any such payments made by it.

Section 604: Insurance Does Not Waive Redeveloper's Obligations.

No acceptance or approval of any insurance agreement or agreements by the Authority shall relieve or release or be construed to relieve or release the Redeveloper from any liability, duty or obligation assumed by, or imposed upon it by the provisions of this agreement.

Section 605: Loss or Damage Not to Terminate Rent or This Agreement.

Notwithstanding any law to the contrary, any loss or damage by fire or other casualty of or to any of the improvements on the Leased Property, or any portion thereof, at any time shall not operate to terminate this agreement or to relieve or discharge the Redeveloper from the payment of the rent, or any public charge in respect thereto, pursuant to this agreement, as the same may become due and payable as provided in this agreement, or from the performance and fulfillment of any of the Redeveloper's obligations, pursuant to this agreement.

Section 606: Redeveloper's Obligations with Respect to Restoration and Reconstruction.

(a) Whenever any improvement, or any part thereof, constructed on the Leased Property, or any portion thereof, shall have been damaged or destroyed, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claims and any other monies provided for the reconstruction, restoration, or repair of any such improvement, shall be deposited in a separate account.

(b) Any and all sums of money received by the Redeveloper as payments for any loss or losses under said insurance policies shall, if the Authority so demands, be first applied to the payment of any unpaid public charges and annual rent. The balance of the insurance money shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that the insurance money may permit. If there be any excess of insurance proceeds after such repair or reconstruction has been fully completed, such excess shall be retained by the Redeveloper.

(c) The Redeveloper, with the approval of the Authority, may determine that all or any part of any such damage to or destruction of such improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds



of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper.

Section 607: Commencement and Completion of Reconstruction.

The Redeveloper shall commence to reconstruct or repair any improvements and equipment on the Leased Property, or any portion thereof, which have been destroyed or damaged within a period of not to exceed six (6) months after the insurance proceeds in respect of such destroyed or damaged property have been received by the Redeveloper (or, if the conditions then prevailing require a longer period, such longer period as the Authority shall specify in writing), and shall well and diligently and with prompt dispatch prosecute the same as may be necessary to fully complete such reconstruction or repair within twenty-four months (24) from the start thereof, provided, however, that in the event there is a mortgage on the Leased Property concerned insured by FHA, the proceeds of payments for losses covered by insurance policies held by the mortgagees shall be collected and applied in accordance with the applicable regulations of the FHA and the Mortgage contract. This provision shall also apply to Section 606 preceding. If FHA mortgage insurance is in force for all or a portion of the Leased Property, the provisions of the mortgage contract relating to the commencement and completion of reconstruction shall govern.

Section 608: Duration of Requirement of Reconstruction.

The provisions of Sections 606 and 607 of this agreement shall apply only in the event the damage or destruction to improvements on the Leased Property occurs prior to July 30, 2007. In the event such damage or destruction occurs thereafter, the Redeveloper shall not be required to reconstruct, restore or repair such improvements but, if it does not do so, the Authority may require that the proceeds of any claims against insurers, or so much thereof as may be reasonably required therefor, shall be deposited in a separate account (or invested in such securities as may be approved by the Authority) to be used only for the payment of the rent and public charges hereunder. Any amount not required for such purpose shall be retained by the Redeveloper. In the event that FHA mortgage insurance is in force on improvements on the Leased Property which are damaged or destroyed, the interest of the Authority hereunder shall be subordinated to any claims of the mortgagee or the Commissioner.



## ARTICLE VII.

### REMEDIES, RIGHTS, AND PROCEDURES IN THE EVENT OF A BREACH BY REDEVELOPER

#### Section 701: Refusal by Redeveloper to Accept Possession.

Anything in this agreement to the contrary notwithstanding, in the event that the Redeveloper fails to accept delivery of possession pursuant to this agreement (or conveyance of the fee if Redeveloper has so elected) of any of the eight delivery parcels as delivery of said parcels becomes due according to the schedule set out in Section 204 hereof and any such failure is not cured within sixty (60) days of written notice of such failure from the Authority, then the deposit made with the Authority by the Redeveloper pursuant to Section 207 shall be retained by the Authority as liquidated damages and as its property without any deduction, offset, or recoupment by the Redeveloper, and neither the Redeveloper nor the Authority shall have further rights or liabilities against one another with respect to such parcel. In such event, no further parcels shall be delivered to the Redeveloper, whether by lease or sale, and the Redeveloper shall reconvey to the Authority any other parcels, possession or title to which has vested in the Redeveloper and as to which neither construction has commenced nor a mortgage commitment obtained.

#### Section 702: Consequences of Redeveloper's failure to commence and complete construction, failure to pay rent, etc., where Redeveloper holds leased property.

In the event that the Redeveloper holds land in the project area by lease and with respect to any portion of such land shall fail to perform its obligations under this agreement with respect to 1) commencement and completion of construction of improvements; 2) payment of rent; and 3) payment of public charges on property on which the Redeveloper has not completed improvements (reference is made to Sections 203, 208, 304 of this agreement) the Authority shall by a writing notify the Redeveloper of such failure. The Redeveloper shall thereupon have ninety (90) days from the dispatch of such a writing in which to cure such failure. If the Redeveloper does not cure such failure within the ninety (90) day period, the Authority shall have the right to declare the Redeveloper's leasehold to the delivery parcel or parcels of the Leased Property with respect to which such failure occurred, terminated and the Redeveloper shall thereupon forthwith surrender possession of such delivery parcel or parcels of the Leased Property to the Authority, and it shall be lawful for the Authority to re-enter said parcel or parcels.

In the event the Authority shall elect so to terminate the Redeveloper's leasehold with respect to the pertinent parcel or parcels of the Leased Property, the Redeveloper's security deposit (reference is made to Section 207 hereof) shall be retained by the Authority as liquidated damages and not as a penalty, and no further parcels shall be delivered to the Redeveloper, whether by lease or sale. In addition, the Redeveloper shall reconvey to the Authority any other parcels, possession or title to which has vested in the Redeveloper and as to which neither construction has commenced nor a mortgage commitment obtained.

It is agreed by the parties hereto that none of the failures enumerated in this section with respect to any parcel or parcels of the Leased Property shall have any bearing on the rights of the Redeveloper in any parcel or parcels of the Leased Property as to which no such failure exists, possession has already vested in the Redeveloper, and construction has commenced or a mortgage commitment issued.



Section 703: Ownership of improvements on termination of lease.

(a) In the event the Authority exercises its right to terminate the leasehold pursuant to Section 702 of this agreement with respect to any parcel of the Leased Property, title to all improvements thereon shall vest in the Authority, subject to any outstanding mortgage thereon; provided, however, that the Authority must undertake with due diligence to dispose of such improvements by a lease of the fee title to the land and a sale of the improvements or by sale of the fee title to the land and improvements.

(b) In the event that the Authority disposes of the Leased Property by the sale of the fee title to the land and the improvements, the Authority shall first reimburse itself from the proceeds of the sale for any unpaid rent owed by the Redeveloper with respect to the parcel of the Leased Property on which the leasehold has been terminated, other obligations of the Redeveloper paid by the Authority with respect to that parcel, including but not limited to mortgages, all costs and expenses incurred by the Authority in connection with said termination and sale, the fair value of the land which is hereby determined to be \$1.35 per square foot for land marked in the land assembly and redevelopment plan for residential use and \$1.50 per square foot for land marked in said plan for commercial use, the salaries of Authority personnel allocable to the sale of the land and improvements and any taxes allocable to the time of sale. The balance of such proceeds, if any, shall be used to reimburse the Redeveloper up to the amount expended by it on the improvements and any balance shall remain the property of the Authority.

(c) In the event that the Authority disposes of the Leased Property by a lease of the fee title to the land and the sale of the improvements, the Authority shall immediately determine the total amount of any unpaid rent owed by the Redeveloper with respect to the parcel of the Leased Property on which the leasehold has been terminated, other obligations of the Redeveloper paid by the Authority with respect to that parcel, including but not limited to mortgages, all costs and expenses incurred by the Authority in connection with said termination, sale, and re-lease, the fair value of the land, which is hereby determined to be \$1.35 per square foot of land marked in the land assembly and redevelopment plan for residential use and \$1.50 per square foot for land marked in said plan for commercial use, the salaries of City and Authority personnel allocable to the re-leasing and any rents and taxes allocable to the time of re-leasing. The Authority shall then compute the capitalized value of the new lease in accordance with its terms based upon a return of six per cent (6%) on the value of the land and shall add thereto the purchase price of the improvements on the land, if any. The Authority shall then deduct from the aforesaid total the total amount due it hereunder. The balance remaining, if any, shall be immediately payable to the Redeveloper to reimburse it for any expenses up to the amount expended by the Redeveloper on the improvements, and any balance shall remain the property of the Authority.

Section 704: Consequences of Redeveloper's failure to commence and complete construction where Redeveloper holds land in the project area in fee.

In the event that the Redeveloper holds land in the project area in fee and with respect to such land shall fail to perform its obligations under this agreement with respect to commencement and completion of improvements according to the land assembly and redevelopment plan, or the payment of real estate taxes on property on which the Redeveloper has not completed improvements, the Authority shall by a writing notify the Redeveloper of such failure. The Redeveloper shall thereupon have ninety (90) days from the dispatch of such a writing in which to cure such failure. If the Redeveloper does



not cure such failure within the ninety (90) day period and the holders of record of building loan agreements and/or first mortgages in replacement thereof and the Commissioner do not exercise their rights to cure such failure (reference is made to Section 706 hereof), the Redeveloper shall reconvey to the Authority and without consideration by quit-claim deeds each parcel of the project area held by the Redeveloper in fee on which such failure occurred with all improvements thereon, which have not been completed within the meaning of Section 310 of this agreement, but subject to existing building loan agreement and/or first mortgages in replacement thereof. In addition, the Redeveloper shall reconvey to the Authority any other parcels, possession or title to which has vested in the Redeveloper and as to which neither construction has commenced nor a mortgage commitment obtained.

In the event that the Redeveloper shall fail so to reconvey, the Authority may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of all damages, expenses and costs.

In the event that the Redeveloper reconveys to the Authority pursuant to this Section 704, the Authority shall resell the land so reconveyed and the improvements thereon, subject to all of the provisions of the land assembly and redevelopment plan; the proceeds of such resale shall be used first to reimburse the Authority for all costs and expenses incurred, including the salaries of Authority personnel in connection with the recapture and sale, and for public charges outstanding with respect to the land reconveyed to the time of resale and reconveyance. The balance of such proceeds, if any, shall be used to reimburse the Redeveloper up to the amount expended by it in the purchase and improvement of the land reconveyed, less any profit which the Redeveloper withdrew during its ownership. Any balance remaining after reimbursement to the Redeveloper shall remain the property of the Authority.

In the event the Redeveloper is required to reconvey under the provisions of this Section 704, the Redeveloper's security deposit (see Section 207) shall be retained by the Authority as liquidated damages and not as a penalty.

It is agreed by the parties hereto that none of the failures enumerated in this section with respect to any parcel or parcels of the land in the project area held in fee shall have any bearing on the rights of the Redeveloper in any parcel or parcels of the leasehold property or fee property as to which no such failure exists and on which construction has commenced or as to which an initial mortgage closing has taken place.

#### Section 705: Notices of breaches to mortgagees.

In the event the Authority pursuant to Section 702 and Section 704 of this agreement, gives written notice to the Redeveloper of a failure to commence or complete construction, pay rent, or pay public charges, the Authority shall forthwith furnish to the mortgagee (and if the mortgage is insured by the FHA, to the Commissioner as well) of the parcel of the Leased Property or land in the project area with respect to which such failure occurred a copy of said notice. To facilitate the operation of this section, the Redeveloper shall at all times keep the Authority provided with an up to date list of mortgagees and holders of building loan agreements from whom the Redeveloper has obtained loans for redevelopment operations. If the Redeveloper has not provided the Authority with such list, failure to give such notice shall not relieve the Redeveloper of its obligations under this agreement.



Section 706: Right of Commissioner to cure breaches of covenant.

Notwithstanding anything to the contrary in this agreement, so long as there is upon the leasehold interest of the Redeveloper in any parcel of the Leased Property a mortgage insured or held by the Commissioner, or so long as such leasehold interest is in the Commissioner, the Authority shall not, without the written consent of the Commissioner, terminate this agreement or a lease hereunder in respect of such parcel for any cause whatsoever within a period of ninety (90) days from the giving to the Commissioner of written notice of the existence of a breach of this agreement and within said ninety (90) day period the Commissioner may maintain said leasehold interest by causing any and all such existing breaches to be cured.

Section 707: Mortgagee may cure breach of Redeveloper.

In the event that the Redeveloper receives notice from the Authority of a failure to commence or complete construction, pay rent or pay public charges, pursuant to Section 702 or Section 704 of this agreement and such breach is not cured by the Redeveloper at the expiration of the ninety (90) day period provided for in Section 702 and Section 704, the holders of record of building loan agreements and/or first mortgages in replacement thereof may cure any such failure and complete the construction then in progress in accordance with the land assembly and redevelopment plan and this agreement upon giving written notice of their intention to do so to the Authority within fifteen (15) days after the expiration of the ninety (90) day period. Upon so completing the construction, such holder of building loan agreements or first mortgages may, subject to the provisions of this agreement, sell its interest in land in the project area and improvements thereon or it may add all cost and incidental expenses of the construction work done by it to its advances and the lien of its mortgage and continue to hold its mortgage lien on the property. Any such curing of such a failure by a mortgagee pursuant to this section shall not affect the Authority's rights pursuant to Sections 702 and 704 to retain the security deposit as liquidated damages and its rights not to deliver further parcels and to compel reconveyance of parcels to be reconveyed pursuant to said sections.

Anything in this agreement to the contrary notwithstanding, it is further expressly understood that should any building or buildings in any parcel be covered by a mortgage insured or held by the Commissioner, or his successors in office, or should such property and improvements be owned by the Commissioner, neither the Commissioner, nor the mortgagee under any mortgage insured by the Commissioner is in anywise obligated to complete the improvements contemplated in such mortgage transaction, nor does either guarantee the completion of improvements as hereinbefore required of the Redeveloper, and further, that in case of any default in the construction of said improvements by the Redeveloper, the Commissioner and the mortgagee, or either of them, shall have the option of completing or not completing the improvements or causing the same to be completed, provided, however, that in such an event the provisions of Section 405 hereof shall apply.

Notwithstanding the foregoing provisions of this agreement, it is hereby understood and agreed that if the mortgagee or the Commissioner shall become the owner of the Redeveloper's interest in property in the project area and improvements thereon and shall determine to perform any construction or development operations on such property, or any part thereof, the mortgagee or Commissioner shall perform all such construction or development operations in accordance with the provisions of this agreement. If such mortgagee or Commissioner shall assign or transfer such interest in property, except in case of an assignment, or transfer to the



Commissioner the instrument by which the assignment or transfer is effected shall contain a covenant, which shall be a covenant running with the land, that the grantee or any successor in interest of such grantee, shall be obligated to perform and to complete the construction and development operations to be performed by the Redeveloper, or his successor in title and interest, as provided for by this agreement, in accordance with the provisions of this agreement, and provided, further that the Commissioner shall have the right, power and authority to waive, modify or otherwise change as he, in his sole discretion, shall determine, any detailed plans and specifications prepared for the project or part thereof so acquired and conveyed, it being understood, however, that the Commissioner will consult with the Authority, in respect to any such waiver, modification, or change in the detailed plans and specifications before proceeding with any waiver, modification or change in the detailed plans and specifications; and provided, further that if the Commissioner waives, modifies, or otherwise changes the detailed plans and specifications, no such waiver, modification or change shall be inconsistent with the provisions of the applicable laws of the City of Boston or Commonwealth of Massachusetts or the land assembly and redevelopment plan then in effect.

Section 708: Extensions on Time of Redeveloper's performance.

Anything in this agreement to the contrary notwithstanding, the time for performance by the Redeveloper with respect to the Leased Property conveyed to the Redeveloper from time to time as herein provided shall be extended as provided in this section in the event of enforced delay in the performance of the Redeveloper's obligation under this agreement by reason of:

(a) any acts, laws, proceedings or regulations of the Federal Government or any agency thereof or of the Commonwealth of Massachusetts, including but not limited to controls or restrictions upon or requisitioning of materials, equipment, tools or labor, due to war, national defense or emergency, or unusual conditions.

(b) Judicial or other legal restrictions affecting the time of commencement or completion or both;

(c) causes which are beyond the control or without the fault or negligence of the Redeveloper, including but not restricted to: acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

(d) any delay of any other contractor engaged by the Redeveloper occasioned by the foregoing; and

(e) acts or restrictions of Federal agencies affecting the time of commencement or completion or both. In the event application is made for FHA mortgage financing, delays in processing such application shall be considered as an act or restriction under this sub-section provided that such application is promptly made and such delay is occasioned solely by the FHA and is nowise due to the acts of the Redeveloper.

In the event of the occurrence of any of the matters contained in this section, the time for performance of the Redeveloper's obligation shall be extended for such period as the Authority shall find in writing to be the period of the enforced delay, provided the Redeveloper shall within sixty (60) days after the beginning of such delay, notify the Authority in writing of such delay and the causes thereof. In calculating the length of delay, the Authority shall consider not only the actual work stoppage but the consequential delays resulting from such stopping as well. If there should be any other enforced delays beyond the control of the Redeveloper arising from causes other than those listed in this paragraph, such delays shall be in like manner excused by the Authority.



Section 709: Extensions of time of Authority's performance.

The time for performance by the Authority of its obligations under this agreement shall be extended in the event of enforced delay in the performance of the Authority's obligations by reason of the causes set forth in paragraph (a) through (e) in the preceding section or other causes beyond the Authority's control.

Section 710: Redeveloper guarantees faithful performance.

The Redeveloper unconditionally guarantees the faithful performance of all covenants herein to be by it performed. It is hereby agreed that in the event any party hereto shall fail to comply with or violates any of the provisions of this agreement, then, and in that event, the other party hereto may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and payment of all damages, expenses and costs.



## ARTICLE VIII.

### MISCELLANEOUS PROVISIONS

#### Section 801: Option to purchase additional parcel.

In the event that a parcel of land in the project area which is reserved by the land assembly and redevelopment plan for public or semi-public use is not so used and the Authority determines to sell any such parcel to a private user, the Authority agrees that it shall first offer any such parcel for sale to the Redeveloper for \$1.35 per square foot of land if it is to be used for residential, appurtenant parking in accordance with the land assembly and redevelopment plan, or landscape purposes and for \$1.50 per square foot if it is to be used for commercial purposes. An offer by the Authority to sell such a parcel shall be made in writing and the Redeveloper shall have thirty (30) days from the receipt of such written offer to act thereon.

#### Section 802: Footpath easement.

Attention is called to the "Public Footpath" shown on the "Land Disposition Plan" (Appendix B) as traversing the several delivery parcels. The Redeveloper agrees that it shall grant to the City of Boston or the Authority easements through the several delivery parcels for the building and maintenance of a public footpath as called for by the land assembly and redevelopment plan, such grant of easement to be made without cost to the City of Boston or the Authority, the consideration for such grant being the building and maintenance of said footpath by the City of Boston or the Authority.

#### Section 803: Eminent Domain.

(a) If during the term of this lease all of the Leased Property shall be taken by any exercise of the right of eminent domain by any public or other authority, or if part only of the Leased Property is so taken or is damaged by any such exercise of the right of eminent domain but the remaining portion thereof or the part thereof damaged cannot by reasonable expenditure be restored to economically operable multiple family housing accommodations and appurtenant commercial facilities of a comparable kind and quality but not necessarily the same size as immediately before the taking, then this lease and the terms hereof shall terminate as of the time possession is required by the taking authority, or the date that such damage occurs, whichever is earlier, and rent and other payments shall be apportioned as of the date of termination.

(b) If a part of the Leased Property shall be so taken or damaged and this lease is not terminated pursuant to the foregoing provisions, it shall continue in full force and effect and a just proportion of the payments referred to in Section 203 hereof shall be abated until the Leased Property, or what may remain thereof, shall have been put in proper condition by the Redeveloper for use and occupancy and thereafter a just proportion of said payments, according to the nature and extent of the permanent diminution of value of the Leased Property for use and occupancy shall be abated for the remainder of the period for which such payments are required to be made. The Redeveloper shall use due diligence in the event of such partial taking to put the remainder of the Leased Property in proper condition for use and occupancy, so far as it can do so by expenditures not exceeding the net amount of the award paid to and retained by the Redeveloper under the provisions of sub-paragraph (c) of this Section 803.

(c) The Redeveloper and the Authority shall join in a single action to recover the entire award payable with respect to any taking or damage referred

to in this section and out of the net amount of such award after deducting the reasonable expenses of obtaining it, including, without limitation, fees for services of attorneys and appraisers, the Redeveloper shall be entitled to receive and retain such portion thereof as represents the value of the buildings and improvements taken or damaged and, if this lease remains in force, the consequential damages to the land, buildings, and improvements not taken or damaged, and the Authority shall be entitled to receive and retain the balance.

(d) In the event of a taking of all or any part of the Leased Property for a temporary use, or in event of any temporary interruption of the use and occupancy of the Leased Property or part thereof by reason of any taking, or in the event of any taking of a temporary interest in the leasehold estate, this lease shall continue in full force and effect and there shall be such abatement, if any, of payments under Section 203 hereof as may be equitable, and the Redeveloper shall continue to be responsible for the performance of all the covenants, provisions and conditions hereof and shall be entitled to the entire amount of any award, to the extent that the award is made with respect to such period within the term hereby granted.

Section 804: Parties barred from interest in project.

No delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 805: Authority's Members and officers barred from interest.

No member of the Authority shall participate in any decision relating to this agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested, nor shall any member, officer, agent or employee of the Authority have any interest, direct or indirect, in this lease or the proceeds thereof.

Section 806: Tax apportionment.

At the closing of any fee title of the Leased Property, or any portion thereof, all taxes upon the property so conveyed shall be adjusted, apportioned and allowed as of the date of delivery of the deed.

Section 807: Early entries by Redeveloper.

With the consent of the Authority, the Redeveloper may enter upon Leased Property prior to the commencement of a lease term in order to undertake work which would accelerate the progress of the project; provided, that the Redeveloper save the Authority harmless from consequences of the Redeveloper's activities on the Leased Property prior to commencement of the lease term.

Section 808: Surrender of Lease.

The Redeveloper shall not offer a surrender of the lease nor shall the Authority accept any such surrender without the consent of any mortgagee of the lease, and if a mortgage of the lease is insured by the Commissioner without his consent.

Section 809: Number of copies of agreement.

This agreement may be executed in any number of counterparts, each of which shall be an original and all collectively shall constitute but one agreement.



Section 810: Where notices to be sent.

Notices and communications to the parties and to mortgagees, insurers of mortgages, and holders of building loan agreements shall be sent postage pre-paid to the last known address of the party concerned.

Section 811: Agreement binding on successors and assigns.

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 812: Preference to old residents of West End.

The Redeveloper agrees that it shall give preference in the selection of tenants for dwelling units built in the project area to families displaced therefrom because of clearance and redevelopment activity who desire to live in such dwelling units and who will be able to pay rents or prices equal to rents or prices charged other families for similar or comparable dwelling units built as part of the same redevelopment. The Redeveloper further agrees to make the covenants expressed in the preceding sentence of this section a term of any conveyance by it of property in the project area.

Section 813: Redeveloper to join Authority in petitions, etc.

The Redeveloper will, if necessary, subscribe to and join with the Authority in any petitions and proceedings required to vacate the present streets, alleys and/or plats and to replat the property in accordance with the Redevelopment Plan and this agreement. The Authority shall bear the full cost of such petitions and proceedings.

Section 814: Compliance with Chapter 121.

It is understood by the parties that in the performance of this agreement they shall at all times comply with the provisions of Section 26I through 26MM of Chapter 121 of the General Laws of Massachusetts.

Section 815: Authority members and staff not to be personally liable.

No official or employee of the Authority shall be personally liable to the Redeveloper in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or on any obligations under the terms of this lease.

Section 816: No changes without mutual consent.

This agreement cannot be changed or amended without the written consent of the parties to this agreement and the holder of any mortgage, if any, upon the Leased Property or any portion thereof affected thereby, and the insurer of the indebtedness secured by any such mortgage. This agreement shall not be assigned by the Redeveloper without the prior written consent of the Authority.

Section 817: Effect of national emergency.

Anything in this agreement to the contrary notwithstanding, it is expressly understood and agreed that in the event a state of war or national emergency is declared by the President, this agreement may, at the option of the Redeveloper, be terminated without any further obligation on either party to the other.

Section 818: Federal approval of this agreement.

This agreement is subject to approval by the Housing and Home Finance Agency of the Revised Land Assembly and Redevelopment Plan for the West End Project dated June, 1959, and the execution of an Amendatory Loan & Grant Contract between the Boston Redevelopment Authority and the United States Government and is further conditional upon the concurrence of the Housing and Home Finance Agency to this agreement. This agreement may be modified by the Housing and Home Finance Agency with respect to mortgage insurance provisions and/or definitive loan provisions except with respect to extending the initial time for redemption of definitive loan bonds beyond a ten-year period.

Section 819: Matters to be disregarded.

The titles of the several articles and sections of this agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this agreement.

IN WITNESS WHEREOF, on the 10th day of December, 1959, at Boston, Massachusetts, the parties have caused this instrument and four additional counterparts to be signed, sealed and delivered, the Boston Redevelopment Authority acting by its Chairman hereunto duly authorized and Charles River Park, Inc., acting by its Vice-President hereunto duly authorized.

BOSTON REDEVELOPMENT AUTHORITY

WITNESS:

J. Hanna F. Harriner  
Anne F. Canall  
(LS)

BY:

Joseph W. Lund  
Joseph W. Lund, Chairman

CHARLES RIVER PARK, INC.

WITNESS:

J. Hanna F. Harriner  
Anne F. Canall  
(LS)

BY:

Theodore S. Shoolman Vice Pres.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

December 10, 1959

Then personally appeared the above named Joseph W. Lund, and acknowledged the foregoing instrument to be the fee act and deed of the Boston Redevelopment Authority, before me

John C. Conley  
Notary Public  
My commission expires: Dec 23, 1965



COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

December 10, 1959

Then personally appeared the above named Theodore J. Schoolman, and acknowledged the foregoing instrument to be the free act and deed of Charles River Park, Inc., before me

John C. Carley  
Notary Public  
My commission expires:  
Dec 23, 1965



Amendment to Leasehold Agreement for the West End Project Area By and  
Between the Boston Redevelopment Authority and Charles River Park, Inc.

As voted at Authority Meeting of 2/25/71

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Section 304: Time for Construction or Completion

Re: Lease of Parcel 2-1E-1F

The Redeveloper agrees to take possession on or before March 25, 1971 of Parcel 2-1E-1F as shown on Delivery Parcel Plan prepared by the Chief Engineer of the Authority dated February 24, 1971, and to commence construction on Area F containing approximately 340,161 square feet as shown on said Delivery Parcel Plan, within six months after the commencement of the lease term for that Delivery Parcel and shall complete all the improvements in Area F, hereinafter identified on said Delivery Parcel, within thirty-six months after the beginning of said lease term. In the event that the Redeveloper acquires the fee title to a Delivery Parcel before the completion of construction thereon, such covenants shall be expressly set forth in a the deed delivered to the Redeveloper for such a Delivery Parcel and shall be covenants running with the land.

Within one year of the commencement of the lease term of the Delivery Parcel, the Redeveloper, on that portion identified as Area F on the aforementioned Plan of the Chief Engineer, shall have completed the foundation piling and pile cap-pings or caissons, as its plans may require, for the two high-rise residential buildings and the office building in the location shown on the Plans dated January 18, 1971 prepared by the Office of Samuel Paul, Architect, and placed on file with the Authority.

Within three years of the date of commencement of construction of Area F, the Redeveloper shall commence construction of a third residential tower to be approved by the Authority upon Area E containing approximately 74,650 square feet as shown on the aforementioned Plan of the Chief Engineer; or, if the Redeveloper has received the prior approval of the Department of Housing and Urban Development, it may commence construction of the hotel as shown on the aforementioned Plan of Samuel Paul. In the event that the present Redeveloper shall fail in its obligations under this Agreement and Area E is recaptured by the Authority, any subsequent Redeveloper shall be required to develop this Area in a manner consistent with and appropriate to the existing development. Under no circumstances shall any of this land be used for open public parking purposes.

As to Area 2A, containing approximately 56,100 square feet as shown on the aforementioned Plan of the Chief Engineer, the Redeveloper agrees to take title to the same contemporaneously with the other Parcels herein described and to commence construction within one year thereafter of at least 150 units of low-moderate income housing for the elderly.



Map to accompany  
Amendment to

# 84



WEST END LAND ASSEMBLY  
and  
REDEVELOPMENT PLAN

Scale: 1" = 40'

